

**INTERLOCAL COOPERATION AGREEMENT:
CONTRACT FOR INMATE HOUSING SERVICES**

This Contract and Agreement made and entered into by and between the County of Clay (hereinafter "Contractor"), acting by and through its duly authorized representative, and the County of Baylor (hereinafter "County"), acting by and through its duly authorized representative.

WHEREAS, County, in order to carry out and conduct its inmate housing in an economical, beneficial and safe environment and in conjunction with the laws of the state of Texas, has need of the use of secure jail facilities to house and maintain inmates; and

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its Detention Center, and

WHEREAS, Contractor houses inmates in a facility having been duly inspected and certified as being suitable for inmate housing and currently has the availability to provide housing and care of such inmates,

WHEREAS, Contractor desires to make its jail facility available to County for such use and purpose, and County desires to contract for the use of said jail; and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated in the County's Detention Center; and

NOW, TRHEREFORE, in accordance of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

PROVISIONS AND SERVICES

- A. This contract and Agreement is entered into by and between County and Contractor whereby County will contract for as needed beds only and subject to availability. This is a non-exclusive agreement. The County has the exclusive discretion regarding whether to utilize Contractor's facilities and the Contractor has the exclusive discretion to allow the County's inmates/detainees based on bed availability.
- B. Contractor shall provide detention services described herein at the Clay County Jail in Henrietta, Texas, which is operated by the Clay County Sheriff's Office.
- C. It is further agreed between County and Contractor that the daily rate per inmate shall be \$55.00. Any portion of any date shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening (after 5pm) and removed the following morning (before noon). In that situation, the County will be billed for the day of arrival, but no the day of departure.
- D. Said amount per inmates housed for County shall be billed by Contractor and paid monthly by the County.
- E. All dental, medical, mental health, psychological testing, and laboratory services will be billed to County with the same being responsible for all medical expenses incurred by its inmates during incarceration:

- F. As regards Subsection E above, County will be billed at the same rate that the Contractor would have paid for the same or similar services:
- G. If a County inmate requires hospitalization, and more than 12 hours of hospitalization is needed, the County shall furnish a guard at the County's expense for the duration of said inmates hospitalization or, County shall be billed for any additional overtime expenses necessary for Contractor to supply a guard provided staffing is available:
- H. In addition, County shall be responsible for transportation off all its inmates to and from Contractor's facilities.

ASSURANCES

- A. Contractor shall comply with all applicable state laws:
- B. Contractor will operate its facility in accordance with standards promulgated by the State of Texas:
- C. Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimal standards promulgated by the Texas Commission on Jail Standards. Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own Correctional Facility subject to the terms and conditions of this agreement.
- D. Any changes regarding price or cost will be agreed upon by the County Commissioners' Court of both parties.

TERMINATION

The Contract may be terminated by either party by giving (30) days written notice to the other party hereto of the intention to terminate.

CONTRACT PERIOD

The Contract period will be effective on the signing date until midnight of the 30th day of September 2023. This agreement will automatically renew annually until the Termination provisions found above are implemented by one party. Allowable per diem rates may be adjusted annually with agreement of both parties.

BINDING NATURE OF AGREEMENT

This agreement is contractual and is binding upon the parties hereto and their successor, assigns, and representatives.

NOTICE

All notices, demands, or other writings maybe delivered by either party hereto the other by United States Mail or other reliable courier at the following address:

County: Baylor County Sheriff's Office

Attn: Sheriff Sam Mooney
101 S. Washington
Seymour, Texas 76380

Contractor: Clay County Sheriff's Office
Attn: Sheriff Sidney Kirk Horton
215 W. Gilbert St.
Henrietta, Texas 76365

The address to which any notice, demand, or other writings may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

AMENDMENTS

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners' courts of the respective parties hereto.

PRIOR AGREEMENTS

This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of both parties and approved by commissioners' courts of the respective parties hereto.

APPROVALS

This agreement must be approved by the Commissioner Court of the County and the Commissioners of the Contractor in accordance with the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act").

THIRD PARTY BENEFICIARIES

This Agreement is intended for the exclusive benefit of the parties executing the Agreement and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

NO WAIVER OF IMMUNITY

It is expressly understood that by executing this agreement, the parties (as well as any of its employees, agents, and/or representatives) are not waiving any applicable immunities granted to them by any state or federal law.

HEADINGS

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of the Agreement.

SAVINGS PROVISION

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this agreement shall, to the extent reasonably

possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not part hereof.

FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing the performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, terrorists, accident, explosion, labor force strike, fire, flood, riot, sabotage, unusually severe weather, lack of available fuel, or judicial or governmental laws or regulations.

INDEMNITY

The Contractor assumes all risk of loss or injury to property or persons arising from its performance of the services once a detainee/inmate has been left in Contractor's custody until the time that County regains physical custody of the detainee/inmate. The Contractor agrees to indemnify and hold harmless, without limitation, to the County and its agents, directors, employees, officers, and servants from and against any suits, actions, legal proceedings, claims, demands, damages, cost, judgements, liabilities, losses or expenses (including but not limited to reasonable attorneys' fees) incident to its performance of the Services that are caused by any act, omission, or negligence of the Contractor, its officers and employees. However, the Contractor shall not be liable for any legal proceedings, claims, demands, cost, expenses and attorneys' fees arising out of a willful or negligent act or omission of the County, its agents, directors, employees, officers, and servants, and the County will be solely responsible for the defense of an liability related to any such claims.

FUNDING OUT/NON-APPROPRIATION

The County must pay all amounts due under the agreement from current revenues available to it in accordance with the Act. Notwithstanding any provisions to the contrary, this Agreement will terminate if the governing body of Baylor County, Texas fails, for whatever reason, to appropriate the necessary funds for a subsequent years' funding of this Agreement.

By: *Rusty Stafford*
Rusty Stafford
Baylor County Judge
03-28-23
Date Signed
Sam Mooney
Sam Mooney
Baylor County Sheriff
03-28-23
Date Approved

By: *Mike Campbell*
Mike Campbell
Clay County Judge
4/10/2023
Date Signed
Sid K. Horton
Sidney Kirk Horton
Interim Sheriff, Clay County
Date Approved

ATTEST:
Chris Jakubicek
Chris Jakubicek
County Clerk, Baylor County

ATTEST:
Sasha Kelton
Sasha Kelton
County Clerk, Clay County

